

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee information to reflect SOCIETE GENERALE instead of SUMITOMO MITSUI BANKING CORPORATION previously recorded on Reel 003915 Frame 0700. Assignor(s) hereby confirms the GRANT OF SECURITY INTEREST IN TRADEMARKS.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pittsburgh Penguins LP		10/17/2007	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	SOCIETE GENERALE
Street Address:	1221 AVENUE OF THE AMERICAS
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2879838	CRASH THE NET
Registration Number:	2134610	ICEBURGH
Registration Number:	2136006	
Registration Number:	2061339	ICE TIME
Registration Number:	2040741	PENS' STREET PALS
Registration Number:	1918647	
Registration Number:	2635538	
Registration Number:	1601443	
Registration Number:	2521438	
Registration Number:	0875830	
Registration Number:	2674878	

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Registration Number:	2521439	PITTSBURGH PENGUINS
Registration Number:	0875829	PENGUINS
Registration Number:	3153343	PENGUINS UNIVERSITY
Registration Number:	2686468	PENSVISION
Registration Number:	3065223	THE X GENERATION
Serial Number:	78944190	PITTSBURGH FIRST
Serial Number:	78944185	PITTSBURGH FIRST
Serial Number:	78944193	PITTSBURGH FIRST
Registration Number:	3442971	STUDENT RUSH

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.878.8022
 Email: jill.ruderfer@cliffordchance.com
 Correspondent Name: Jill C. Ruderfer, Clifford Chance US LLP
 Address Line 1: 31 West 52nd Street
 Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	114792.1
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NAME OF SUBMITTER:	Jill C. Ruderfer
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Signature:	/jillcruderfer/
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Date:	06/04/2009
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Total Attachments: 12

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PITTSBURGH PENGUINS LP		10/17/2007	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Sumitomo Mitsui Banking Corporation		
Street Address:	277 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2879838	CRASH THE NET	
Registration Number:	2134610	ICEBURGH	
Registration Number:	2136006		
Registration Number:	2061339	ICE TIME	
Registration Number:	2040741	PENS' STREET PALS	
Registration Number:	1918647		
Registration Number:	2635538		
Registration Number:	1601443		
Registration Number:	2521438		
Registration Number:	0875830		
Registration Number:	2674878		
Registration Number:	2521439	PITTSBURGH PENGUINS	
Registration Number:	0875829	PENGUINS	
Registration Number:	3153343	PENGUINS UNIVERSITY	

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Registration Number:	2686468	PENSVISION
Registration Number:	3065223	THE X GENERATION
Serial Number:	78944190	PITTSBURGH FIRST
Serial Number:	78944185	PITTSBURGH FIRST
Serial Number:	78944193	PITTSBURGH FIRST
Serial Number:	78944201	STUDENT RUSH

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128951356
 Email: jennifer.spinning@cliffordchance.com
 Correspondent Name: Jennifer M. Spinning
 Address Line 1: 31 West 52nd Street
 Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	80-20710152
NAME OF SUBMITTER:	Jennifer M. Spinning
Signature:	/Jennifer M. Spinning/
Date:	01/08/2009

Total Attachments: 4

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of October 17, 2007 by and among Lemieux Group LP, a Pennsylvania limited partnership, PITTSBURGH PENGUINS LP, a Pennsylvania limited partnership having its principal place of business at Mellon Arena, 66 Mario Lemieux Place, Pittsburgh, Pennsylvania 15219 (the "Grantor"), the Lenders party thereto from time to time (collectively, the "Lenders"), National City Bank, as Syndication Agent, Citicorp USA, Inc. and Fifth Third Bank, each as Co-Documentation Agent, SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated as of October 17, 2007 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant and at all times subject to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

Each of the provisions of this Grant and the other Loan Documents shall be subject to the provisions of the NHL Consent Letter which the Borrower and each of the Lenders have accepted as

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TRADEMARK

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REEL: 003999 FRAME: 0005

reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant or any of the other Loan Documents except in accordance with and subject to the NHL Consent Letter. Each of the Lenders shall be deemed irrevocably to authorize the Administrative Agent to execute, deliver and perform on its behalf the NHL Consent Letter and all amendments, modifications, extensions, waivers and other acts in connection with the NHL Consent Letter as the Administrative Agent shall deem appropriate, and all third parties shall be entitled to rely on the Administrative Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of each Lender. In the event of any inconsistency or conflict between any term of provision of this Grant or any other Loan Document and the terms and provisions of the NHL Consent Letter, the terms and provisions of the NHL Consent Letter shall control.

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GRANT OF SECURITY INTEREST IN TRADEMARKS

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TRADEMARK

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REEL: 003999 FRAME: 0006

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 17 day of October, 2007.

PITTSBURGH PENGUINS LP

By: [Signature]

Name: KENNETH G. SAWYER
Title: CEO OF PITTSBURGH PENGUINS LLC,
ITS GENERAL PARTNER

COMMONWEALTH OF PENNSYLVANIA
STATE OF

) ss.:
COUNTY OF ALLEGHENY

BEFORE ME, on this day personally appeared KENNETH G. SAWYER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Pittsburgh Penguins LP, and that such person executed the same as the act of said limited partnership for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
17th day of OCTOBER, 2007

[Signature]
Notary Public in and for the State of COMMONWEALTH OF PENNSYLVANIA

Commission expires:

NOTARIAL SEAL
Cynthia Cerchie Ligo, Notary Public
City of Pittsburgh, Allegheny County
My commission expires November 13, 2010

GRANT OF SECURITY INTEREST IN TRADEMARKS (U.S.)


TRADEMARK
REEL: 003999 FRAME: 0704
REEL: 003999 FRAME: 0007

Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

1	CRASH THE NET	Registered	2,879,838	8/31/04
2	ICEBURGH	Registered	2,134,610	2/3/98
3	Design (Iceburgh Logo)	Registered	2,136,006	2/10/98
4	ICE TIME	Renewed - 5/13/07d	2,061,339	5/13/97
5	PENS' STREET PALS	Renewed - 2/25/07	2,040,741	2/25/97
6	Design (Penguin head and triangle)	Renewed - 9/12/05	1,918,647	9/12/95
7	Design (Penguin head and triangle)	Registered	2,635,538	10/15/02
8	Design (Steroidal penguin)	Renewed - 6/12/00	1,601,443	6/12/90
9	Design (Penguin w/stick down in triangle)	Registered	2,521,438	12/25/01
10	Design (Penguin w/stick up in triangle)	Renewed - 8/26/89	875,830	8/26/69
11	Design (Penguin w/stick down in triangle)	Registered	2,674,878	1/14/03
12	PITTSBURGH PENGUINS	Registered	2,521,439	12/25/01
13	PENGUINS	Renewed - 8/26/89	875,829	8/26/69
14	PENGUINS UNIVERSITY	Registered	3,153,343	10/10/06
15	PENSVISION	Registered	2,686,468	2/11/03
16	THE X GENERATION & Design	Registered	3,065,223	3/7/06
17	PITTSBURGH FIRST & Design	Published - 7/31/07	78/944,190	8/3/06
18	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,185	8/3/06
19	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,193	8/3/06
20	STUDENT RUSH	Allowed - 9/4/07	78/944,201	8/3/06

Trademark Assignment Details

Reel/Frame: 3915 / 0700

[View Recorded Assignment](#) 

Pages: 6

Received: 01/08/2009

Recorded: 01/08/2009

Attorney Dkt #: 80-20710152

Conveyance: GRANT OF SECURITY INTEREST IN TRADEMARKS

Total properties: 20

1	Serial #: 72315522 Mark: PENGUINS	Filing Dt: 01/02/1969	Reg #: 875829	Reg. Dt: 08/26/1969
2	Serial #: 72316864 Mark:	Filing Dt: 01/17/1969	Reg #: 875830	Reg. Dt: 08/26/1969
3	Serial #: 73774946 Mark:	Filing Dt: 01/17/1989	Reg #: 1601443	Reg. Dt: 06/12/1990
4	Serial #: 74107059 Mark:	Filing Dt: 10/19/1990	Reg #: 2521438	Reg. Dt: 12/25/2001
5	Serial #: 74204216 Mark: PITTSBURGH PENGUINS	Filing Dt: 09/16/1991	Reg #: 2521439	Reg. Dt: 12/25/2001
6	Serial #: 74267125 Mark:	Filing Dt: 04/20/1992	Reg #: 2635538	Reg. Dt: 10/15/2002
7	Serial #: 74801873 Mark:	Filing Dt: 04/20/1992	Reg #: 1918647	Reg. Dt: 09/12/1995
8	Serial #: 75100333 Mark: PENS' STREET PALS	Filing Dt: 05/08/1996	Reg #: 2040741	Reg. Dt: 02/25/1997
9	Serial #: 75116954 Mark: ICE TIME	Filing Dt: 06/10/1996	Reg #: 2061339	Reg. Dt: 05/13/1997
10	Serial #: 75276173 Mark:	Filing Dt: 04/17/1997	Reg #: 2136006	Reg. Dt: 02/10/1998
11	Serial #: 75276892 Mark: ICEBURGH	Filing Dt: 04/17/1997	Reg #: 2134610	Reg. Dt: 02/03/1998
12	Serial #: 76120037 Mark: CRASH THE NET	Filing Dt: 08/31/2000	Reg #: 2879838	Reg. Dt: 08/31/2004
13	Serial #: 76387709 Mark:	Filing Dt: 03/27/2002	Reg #: 2674878	Reg. Dt: 01/14/2003
14	Serial #: 76412472 Mark: PENSVISION	Filing Dt: 05/24/2002	Reg #: 2686468	Reg. Dt: 02/11/2003
15	Serial #: 78463095 Mark: THE X GENERATION	Filing Dt: 08/06/2004	Reg #: 3065223	Reg. Dt: 03/07/2006
16	Serial #: 78652010 Mark: PENGUINS UNIVERSITY	Filing Dt: 06/16/2005	Reg #: 3153343	Reg. Dt: 10/10/2006
17	Serial #: 78944185 Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
18	Serial #: 78944190 Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
19	Serial #: 78944193 Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
20	Serial #: 78944201	Filing Dt: 08/03/2006	Reg #: 3442971	Reg. Dt: 06/03/2008

Mark: STUDENT RUSH

Assignor

1 PITTSBURGH PENGUINS LP

Exec Dt: 10/17/2007

Entity Type: LIMITED PARTNERSHIP

Citizenship: NONE

Assignee

1 SUMITOMO MITSUI BANKING CORPORATION

277 PARK AVENUE

NEW YORK, NEW YORK 10172

Entity Type: CORPORATION

Citizenship: NONE

Correspondence name and address

JENNIFER M. SPINNING

31 WEST 52ND STREET

NEW YORK, NY 10019-6131

Search Results as of: 05/27/2009 03:26 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: October 18, 2008 v.2.0.1

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of October 17, 2007 by and among Lemieux Group LP, a Pennsylvania limited partnership, PITTSBURGH PENGUINS LP, a Pennsylvania limited partnership having its principal place of business at Mellon Arena, 66 Mario Lemieux Place, Pittsburgh, Pennsylvania 15219 (the "Grantor"), the Lenders party thereto from time to time (collectively, the "Lenders"), National City Bank, as Syndication Agent, Citicorp USA, Inc. and Fifth Third Bank, each as Co-Documentation Agent, SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated as of October 17, 2007 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant and at all times subject to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

Each of the provisions of this Grant and the other Loan Documents shall be subject to the provisions of the NHL Consent Letter which the Borrower and each of the Lenders have accepted as

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reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant or any of the other Loan Documents except in accordance with and subject to the NHL Consent Letter. Each of the Lenders shall be deemed irrevocably to authorize the Administrative Agent to execute, deliver and perform on its behalf the NHL Consent Letter and all amendments, modifications, extensions, waivers and other acts in connection with the NHL Consent Letter as the Administrative Agent shall deem appropriate, and all third parties shall be entitled to rely on the Administrative Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of each Lender. In the event of any inconsistency or conflict between any term of provision of this Grant or any other Loan Document and the terms and provisions of the NHL Consent Letter, the terms and provisions of the NHL Consent Letter shall control.

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GRANT OF SECURITY INTEREST IN TRADEMARKS

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TRADEMARK

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REEL: 003999 FRAME: 0012

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 17 day of October, 2007.

PITTSBURGH PENGUINS LP

By: [Signature]

Name: KENNETH G. SAWYER
Title: CEO OF PITTSBURGH PENGUINS LLC,
ITS GENERAL PARTNER

COMMONWEALTH OF PENNSYLVANIA
STATE OF

) ss.:
COUNTY OF ALLEGHENY

BEFORE ME, on this day personally appeared KENNETH G. SAWYER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Pittsburgh Penguins LP, and that such person executed the same as the act of said limited partnership for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
17th day of OCTOBER, 2007

[Signature]
Notary Public in and for the State of COMMONWEALTH OF PENNSYLVANIA

Commission expires: _____

NOTARIAL SEAL
Cynthia Cerchie Ligo, Notary Public
City of Pittsburgh, Allegheny County
My commission expires November 13, 2010

GRANT OF SECURITY INTEREST IN TRADEMARKS (U.S.)

TRADEMARK
REEL: 003999 FRAME: 0704
REEL: 003999 FRAME: 0013

Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

1	CRASH THE NET	Registered	2,879,838	8/31/04
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3	Design (Iceburgh Logo)	Registered	2,136,006	2/10/98
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8	Design (Steroidal penguin)	Renewed - 6/12/00	1,601,443	6/12/90
9	Design (Penguin w/stick down in triangle)	Registered	2,521,438	12/25/01
10	Design (Penguin w/stick up in triangle)	Renewed - 8/26/89	875,830	8/26/69
11	Design (Penguin w/stick down in triangle)	Registered	2,674,878	1/14/03
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13	PENGUINS	Renewed - 8/26/89	875,829	8/26/69
14	PENGUINS UNIVERSITY	Registered	3,153,343	10/10/06
15	PENSVISION	Registered	2,686,468	2/11/03
16	THE X GENERATION & Design	Registered	3,065,223	3/7/06
17	PITTSBURGH FIRST & Design	Published - 7/31/07	78/944,190	8/3/06
18	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,185	8/3/06
19	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,193	8/3/06
20	STUDENT RUSH	Allowed - 9/4/07	78/944,201	8/3/06